

REMARKS

In the Office Action mailed April 3, 2008, the Examiner noted that claims 1, 3, 4, 6, 8-11, 13, 17-19, 21, 22, 26, 28, 29 and 31 were pending and rejected claims 1, 3, 4, 6, 8-11, 13, 17-19, 21, 22, 26, 28, 29 and 31. No claims have been amended, no claims have been canceled, no new claim has been added; and, thus, in view of the foregoing claims 1, 3, 4, 6, 8-11, 13, 17-19, 21, 22, 26, 28, 29 and 31 remain pending for reconsideration which is requested. No new matter is believed to have been added. The Examiner's rejections are respectfully traversed below.

CLAIM REJECTIONS UNDER 35 USC § 103

The Office Action, on page 2, rejected claims 1, 3, 4, 6, 8-11, 13, 17-19, 21, 22, 26, 28, 29 and 31 under 35 USC § 103(a) as being unpatentable over Matsuo et al. (U.S. Publication No. 2001/0042021, hereinafter "Matsuo") in view of Clore (U.S. Publication No. 2003/0074290).

The subject matter of claim 1 is related to electronic money stored on an electronic money card. On occasion, the card needs to be recharged with money so the holder of the card can make purchases. When this happens the card holder may not be at the bank of the card, but at another terminal. When the holder requests a small amount be added to the card, it is added. But when the holder requests that a large amount be added, the terminal sends a request and delays the adding of money to the card until a telephone confirmation can be made.

Matsuo is related to a electronic settling method that executes settlements on the Internet and/or through a telecommunication line using a computer (see paragraph [0002] of Matsuo). The Office Action, on pages 2-3, acknowledged that Matsuo fails to explicitly teach

wherein said payment date/time has been set in a manner such that as said payment money amount is larger, a time lag between said payment application date/time/ and a payment execution date/time is increased; and

a payment executing step wherein when said payment date/time comes, a telephone call is made to said electronic money card, establishment of a telephone talk connection is confirmed, and payment of the electronic money is executed

as recited in claim 1, and relies upon paragraphs [0021] and [0052] and the Abstract of Clore to teach this feature.

However, it is submitted that Clore fails to disclose, either expressly or implicitly, the features of claim 1, as mentioned above. Rather, Clore is related to managing delinquent financial accounts (see Abstract and paragraph [0003] of Clore). Particularly, paragraph [0021] of Clore describes that delinquent credit card customers are provided an opportunity to gain

membership into a repayment plan offered by a financial account provider and that each customer's performance is monitored during the membership to determine whether the customer has failed to meet the criteria with respect to the repayment plan.

However, in claim 1, "a time lag between said payment application date/time and a payment execution date/time is increased" when "said payment money amount is larger". Paragraph [0021] of Clore does not disclose, either expressly or implicitly, such a feature, as quoted above, because paragraph [0021] of Clore describes that delinquent customers are provided with a variety of different payment plans to allow the customer to pay back their delinquent payments, rather than increasing a lag time between payment application date/time and payment execution date/time when the payment amount is larger, as in claim 1. Further, paragraph [0021] of Clore is merely concerned with delinquent customer payments rather than when payment money amount is larger, as in claim 1.

According to paragraph [0052] of Clore, a financial account provider facilitates negotiations with a customer to create repayment option that reduces or eliminates or one more fees charged to the customer's financial account. However, it is submitted that paragraph [0052] of Clore fails to disclose, either expressly or implicitly, the feature of claim 1, as quoted above, because paragraph [0052] of Clore is simply concerned with a financial account provider negotiating with a customer different repayment options to reduce or eliminate charges, rather than increasing a lag time between payment application date/time and payment execution date/time when the payment amount is larger, as in claim 1.

Moreover, paragraphs [0021] and [0052] fails to disclose, either expressly or implicitly, the feature of execution of payment of the electronic money "when said payment date comes, a telephone call is made to said electronic money card, [and] a ... connection is confirmed", as in claim 1, because paragraphs [0021] and [0052] is merely concerned with providing delinquent customers with payment plans to reduce or eliminate their charges rather than executing payment of the electronic money when a telephone call is made to said electronic money card and establishment of a telephone talk connection is confirmed, as in claim 1.

Further, the Abstract and paragraph [0021] of Clore describes monitoring each customer's performance to determined whether the customer has failed to meet the criteria associated with the plan, but neither the Abstract nor paragraph [0021] of Clore disclose, either expressly or implicitly, the feature of making a telephone call to the electronic money card and confirming an establishment of a telephone talk connection to execute payment of the electronic money, as in claim 1.

Therefore, in view of the above, it is submitted that claim 1 is patentable over Matsuo and Clore, taken alone or in combination, as neither reference discloses, either expressly or implicitly, the features of claim 1, as discussed above.

Independent claims 8, 17-19, 26, 28 and 31 emphasize features similar to those in claim 1. Therefore, it is submitted that independent claims 8, 17-19, 26, 28 and 31 are patentable over Matsuo and Clore, taken alone or in combination, for reasons similar to those discussed above with respect to claim 1.

The dependent claims are also patentable over Matsuo and Clore, taken alone or in combination, for at least the same reasons as their respective base claims, from which they depend.

Accordingly, withdrawal of the rejection is respectfully requested.

Summary

There being no further outstanding objections or rejections, it is submitted that the present application is in condition for allowance. An early action to that effect is courteously solicited.

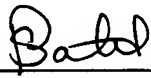
Finally, if there are any formal matters remaining after this response, the Examiner is requested to telephone the undersigned to attend to these matters.

If there are any additional fees associated with filing of this Response, please charge the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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